

Date: 14/06/2023

Deviation Report

Document Type: Agreement for Sale

Project Name: **RDK Belvedere**

Project Land: All that piece and parcel of land admeasuring 1104.40 Sq. Mtrs. bearing Final Plot No./ CTS No. being TP Scheme 3-353/21 (Previously numbered as CTS No. 5743/21) of Village Ghatkopar Kirol lying and situated at Garden Avenue Road, Off R.B. Mehta Road, Ghatkopar within the Registration District of Suburban Mumbai alongwith now demolished structure known as Jayanthi.

Promoter Name: **M/S RDK CONSTRUCTIONS**

Please find appended below the list of deviations in the Said Agreement for Sale:

- A. List of Clauses that have been amended by Promoter in the Model Agreement for Sale is produced hereunder and the same is also highlighted in yellow color in the said Agreement for Sale:
- i. Clause 1(d) Added portion:

All taxes, levies, duties, cesses, charges (whether applicable/payable now or become applicable/payable in future) including but not limited to service tax and/or value added tax (VAT) and/or TDS and/or Goods and Services Tax (GST) and its effect, Krishi Kalyan Cess, Swachh Bharat Cess, land under construction tax, local body tax, External Development Charges (EDC), Infrastructure Development Charges (IDC), Development charges, Development Cess, Labour Cess and/or all other direct/indirect taxes/duties, impositions applicable levied by the Central and/or State Government and/or any local, public or statutory authorities/ bodies ("Statutory Charges") in respect of the said Premises and/or the transaction contemplated herein and/or in respect of the sale consideration and/or the other amounts payable shall be borne and paid by the Allottee/s. The quantum of such taxes, levies, duties, cesses, charges as decided/quantified by the Promoter shall be binding on the Allottee/s. The Allottee/s is/are solely responsible for deduction, remittance and providing appropriate credit to the Promoters, of the applicable TDS (Tax Deducted at Source), if any, in respect of these presents and/or the



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Total Consideration. The Allottee/s hereby indemnifies/indemnify and keep/s indemnified the Promoters against all claims, costs, charges and expenses that may be made against or occasioned to or suffered by the Promoters for non-deduction and/or non-remittance of the applicable TDS (if any), by the Allottee/s in respect.

ii. Clause 3 Added portion:

In this Agreement, the word Floor Space Index (F.S.I.) or Floor Area Ratio (F.A.R) shall have the same meaning as understood by the MCGM under its relevant building regulations or byelaws. The Promoters shall be entitled to float the F.S.I. of the said project land for carrying out any permissible construction in the Project. Total FSI of 2977.43_ Square Meters (built-up) has been sanctioned for consumption in the construction and development of the New Building. In the event of grant of additional FSI/FAR by the competent authority as a result of including but not limited to addition of extra land to the said project land, increase in FSI /FAR, purchase of paid FSI/FAR by the Promoters, purchase of TDR, additional FSI as compensation, in such an event the Promoter shall be absolutely entitled to utilize such additional FSI/FAR on the said project land or part thereof either by way of construction of new building or extension of any of the building/s/ on the said project land as may be permitted. The Allottee/s has/have hereby given his/her/its/their permission for the same and shall not object to the utilization of the additional FSI/FAR by way of construction of new building or extension of any of the existing building and when such FSI is granted, the Promoters shall be entitled to use the same on the said Property either by way of construction of new building or extension of the building or adding floor/s on the existing building as per the discretion of the Promoters. The Allottee/s has hereby given his/her/its/their permission, that the Promoters shall be entitled to revise the plans, get the same sanctioned from the local/Competent authority and construct the additional flats permitted by local/competent authority and to allot/sell them to the intending allottee/s thereof. The Allottee/s shall have no objection for the said new allottee/s to be admitted as members of the said Society.

iii. Clause 5 Added portion:

The liquidated damages shall include: (i). 10% of the amount of Entire Purchase Consideration, (ii). interest on any overdue payments, (iii). brokerage paid to channel partners/brokers, if any, (iv). any amount paid by the Promoters to any

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of the Government Authorities in respect of this agreement allotment of said Flat to the Allottee/s including stamp duty, registration charges, GST or any other taxes paid to any authorities. It is agreed and understood that after deducting the total amount of liquidated damages under all the heads mentioned above the balance amount if any shall be refunded to the Allottee/s in the manner stated above and that too simultaneously upon Allottee/s executing and registering the Deed of Cancellation of this Agreement and handing over original of this Agreement. The Parties further confirm that any delay or default in such execution/registration shall not prejudice the cancellation, the Promoter's right to forfeit and refund the balance to the Allottee/s and the Promoter's right to sell/transfer the said Flat and/or car park(s) to any third party. Further, upon such cancellation, the Allottee/s shall not have any right, title and/or interest in the said Flat and/or any part or portion thereof and/or Car park(s) and/or the Building/ Project and/or the said project land and the Allottee/s waives his/her/their/its right to claim and/or dispute against the Promoter in any manner whatsoever. The Allottee/s acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.

We say that this disclosure is to the best of our knowledge and as per the information available with us as on date. The Draft of Agreement for Sale has been prepared and submitted to MahaRERA on 14/06/2023. In event of any subsequent changes in the draft, which shall not be contrary or inconsistent with the provisions of RERA and the Rules and Regulations made thereunder, then the same shall be subsequently submitted to MahaRERA and uploaded on MahaRERA website along with its deviation report.

For M/S RDK CONSTRUCTIONS

D. N. Kamdar

Partner

